

EXHIBIT 2

ALI SAREH

v.

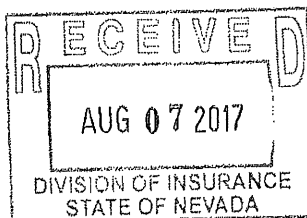
**FARMERS INSURANCE EXCHANGE, d/b/a FARMERS AND
DOES I through X, and ROE CORPORATIONS I through X
inclusive,**

Case No.

**DEFENDANTS' EXHIBITS TO DEFENDANT FARMERS
INSURANCE EXCHANGE'S PETITION FOR REMOVAL**

EXHIBIT 2

**COMPLAINT FILED BY PLAINTIFF IN CLARK COUNTY, NEVADA,
EIGHTH JUDICIAL DISTRICT COURT, CASE NUMBER A-17-759300-C**



Electronically Filed
8/1/2017 5:39 PM
Steven D. Grierson
CLERK OF THE COURT

Steven D. Grierson

1 GEOFFREY W. HAWKINS, ESQ.
Nevada Bar No. 7740
2 CHRISTOPHER A. ECCLES, ESQ.
Nevada Bar No. 9798
3 **HAWKINS MELENDREZ, P.C.**
9555 Hillwood Drive, Suite 150
4 Las Vegas, Nevada 89134
5 Phone: (702) 318-8800
Fax: (702) 318-8801
6 ghawkins@hawkinsmelendrez.com
7 cecceles@hawkinsmelendrez.com
Attorneys for Plaintiff

Doren E. Hohl
AUG 11 2017
SERVICE OF PROCESS

DISTRICT COURT
CLARK COUNTY, NEVADA

13 ALI SAREH, an individual,
14
15 Plaintiff

16 v.

17 FARMERS INSURANCE EXCHANGE d/b/a
18 FARMERS; and DOES I-X, inclusive; and, ROE
CORPORATIONS I-X, inclusive,

19 Defendants.

A-17-759300-C
CASE NO.:
Department 18
DEPT. NO.

COMPLAINT

21 COMES NOW, Plaintiff, ALI SAREH ("Plaintiff"), by and through his counsel of record,
22 Geoffrey W. Hawkins, Esq. and Christopher A. Eccles, Esq. of the law firm HAWKINS
23 MELENDREZ, P.C. and hereby complains and alleges as follows:

PARTIES AND JURISDICTION

26 1. At all times relevant hereto, Plaintiff ALI SAREH, is and was a resident of Clark
27 County, Nevada.
28

HAWKINS MELENDREZ, P.C.
9555 Hillwood Drive, Suite 150
Las Vegas, Nevada 89134
Telephone (702) 318-8800 • Facsimile (702) 318-8801

HAWKINS MELENDEZ, P.C.
 9555 Hillwood Drive, Suite 150
 Las Vegas, Nevada 89134
 Telephone (702) 318-8800 • Facsimile (702) 318-8801

2. At all times relevant hereto, Defendant FARMERS INSURANCE EXCHANGE d/b/a FARMERS ("FARMERS" and or "Defendant") was an "insurer" as defined by NRS 679A.100, licensed to conduct business and doing business in Clark County, Nevada.

3. At all times relevant hereto, Defendant FARMERS was the uninsured/underinsured motorist insurance carrier ("UM/UIM carrier") on behalf of Plaintiff ALI SAREH.

4. The identities of the Defendants DOES I-X and Defendants ROE CORPORATIONS I-X, are unknown at this time and may be individuals, corporations, associations, partnerships, subsidiaries, holding companies, owners, predecessor or successor entities, joint ventures, parent corporations or other related business entities of the Defendants, inclusive, who were acting on behalf of or in concert with, or at the direction of, the Defendants and may be responsible for injurious activities of the other Defendants. Plaintiff alleges that each named Doe Defendants and Roe Corporations' Defendants, negligently, willfully, intentionally, recklessly, vicariously, or otherwise, caused, directed, allowed or set in motion the injurious events set forth herein. Each named and Doe Defendants and Roe Corporations' Defendants, are legally responsible for the events and happenings stated in this Complaint, and thus proximately caused injury and damages to Plaintiff. Plaintiff requests leave of the Court to amend this Complaint to name the Defendants specifically when their identities become known.

5. All the facts and circumstances giving rise to the subject lawsuit occurred in the County of Clark, Las Vegas, Nevada on August 24, 2015 at the intersection of S. Rainbow Boulevard and White Sands Avenue.

ALLEGATIONS COMMON TO ALL CAUSES OF ACTION

6. Plaintiff repeats and realleges the allegations contained in paragraphs 1 through 5 of the Complaint as if fully set forth herein.

7. On or about August 24, 2015, Plaintiff suffered a loss when he was involved in a motor vehicle accident.

///

///

9. CASSANDRA PAQUETTE owed Plaintiff a duty to drive in a reasonably safe manner. Because she failed to drive in a reasonably safe manner, she breached that duty. As a proximate result of that breach, Plaintiff suffered damages as described in paragraph 8 above.

FIRST CAUSE OF ACTION

11. Plaintiff repeats and realleges the allegations contained in paragraphs 1 through 10 of the Complaint as though fully set forth herein.

13. Plaintiff made a claim with Defendant FARMERS for the UM/UIM policy limits pursuant to Plaintiff's UM/UIM coverage. However, Defendant FARMERS unreasonably rejected Plaintiff's offer.

15. As a result of Defendant's breach of the contract, Plaintiff is entitled to damages.

3

SECOND CAUSE OF ACTION

(BREACH OF IMPLIED COVENANT OF GOOD FAITH AND FAIR DEALING)

17. Plaintiff repeats and realleges the allegations contained in paragraphs 1 through 16 of the Complaint as though fully set forth herein.

18. At the time of the aforementioned accident, Plaintiff's vehicle was insured with FARMERS, Policy No. 18856-71-11 ("Policy") issued to Plaintiff. The policy included Underinsured/Uninsured (UM/UIM) protection with limits of \$30,000.00 per person and \$60,000.00 per accident. Plaintiff was an insured person under that policy on August 24, 2015. The policy is a valid contract in the State of Nevada.

19. Every contract entered into in the State of Nevada incorporates the covenant of good faith and fair dealing.

20. Defendants owed a duty of good faith to Plaintiff under said Agreement.

21. Defendants breached that duty by performing in a manner that is unfaithful to the purpose of the subject contract.

22. Defendants refused to pay monies owed to Plaintiff due under the UM/UIM protection of Plaintiff's insurance contract with Defendants.

23. Defendants' failure to pay pursuant to the terms of the insurance contract breached the covenant of good faith and fair dealing.

24. Plaintiff's justified expectations were thus denied.

25. As a result of Defendant's breach of the contract, Plaintiff is entitled to damages.

26. As a direct and proximate result of Defendant FARMER's breach of contract, Plaintiff has sustained general damages in excess of \$15,000.00.

THIRD CAUSE OF ACTION

(BAD FAITH)

27. Plaintiff repeats and realleges the allegations contained in paragraphs 1 through 26 of the Complaint as though fully set forth herein.

28. Because Defendant FARMERS has unreasonably, and without a reasonable basis,

HAWKINS MELENDEZ, P.C.
 9555 Hillwood Drive, Suite 150
 Las Vegas, Nevada 89134
 Telephone (702) 318-8800 • Facsimile (702) 318-8801

1 breached its contract in failing to grant Plaintiff's UM/UIM policy limits demand, Defendant
 2 FARMERS has acted in bad faith. Because of Defendant's bad faith, Plaintiff is entitled to damages.

3 29. As a result of the breach of the implied covenant of good faith and fair dealing, Plaintiff
 4 is entitled to damages for denied benefits.

5 30. Plaintiff is also entitled to consequential damages, including attorney's fees and
 6 emotional distress, incurred as a result of Defendant's bad faith.

7 31. The conduct of Defendant FARMERS was intentional, malicious, and reckless and in
 8 conscious disregard of the consequences to Plaintiff, therefore, Plaintiff is entitled to punitive
 9 damages.

10 32. As a direct and proximate result of this breach of good faith dealing, Plaintiff suffered
 11 general damages in an amount in excess of \$15,000.00.

12 **FOURTH CAUSE OF ACTION**

13 **(UNFAIR PRACTICES IN SETTling CLAIMS)**

14 33. Plaintiff repeats and realleges the allegations contained in paragraphs 1 through 32 of
 15 the Complaint as though fully set forth herein.

16 34. Pursuant to N.R.S. 686A.310(e) an insurer may be liable for unfair practices for failing
 17 to effectuate prompt, fair and equitable settlements of claims in which liability of the insurer has
 18 become reasonably clear. Because Defendant FARMERS has engaged in unfair practices in regards
 19 to the instant claim, Plaintiff is entitled to damages.

20 35. Defendant FARMERS breached its duties to Plaintiff pursuant to N.R.S. 686A.310(g)
 21 by attempting to settle a claim by an insured for less than the amount to which a reasonable person
 22 would have believed he was entitled by reference to written or printed advertising material
 23 accompanying or made part of an application.

24 36. Defendant FARMERS breached its duties to Plaintiff pursuant to N.R.S. 686A.310(1)
 25 by failing to settle claims promptly, where liability has become reasonably clear, under on portion of
 26 the insurance policy coverage in order to influence settlement under other portions of the insurance
 27
 28

1 policy coverage.

2 37. Defendant FARMERS breached its duties to Plaintiff pursuant to N.R.S. 686A.310(n)
3 by failing to provide promptly to an insured a reasonable explanation of the basis in the insurance
4 policy, with respect to the facts of the insured's claim and the applicable law, for the denial of his
5 claim for an offer to settle or compromise his claim.

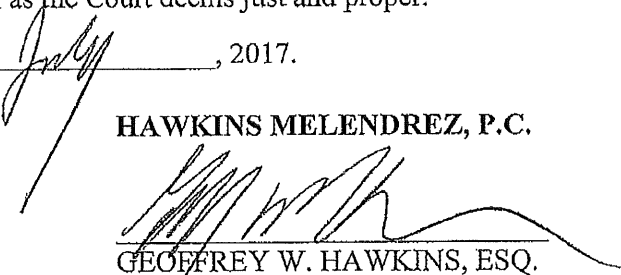
6 38. As a direct and proximate result of this breach, Plaintiff has suffered general damages
7 in an amount in excess of \$15,000.00.

8 **WHEREFORE**, Plaintiff prays for judgment of this Court as follows:

- 9 1. General damages in excess of \$15,000.00;
- 10 2. Special damages in excess of \$15,000.00;
- 11 3. Punitive damages in excess of \$15,000.00;
- 12 4. Attorney's fees and costs of suit; and
- 13 5. For such other relief as the Court deems just and proper.

14 DATED this 27th day of July, 2017.

15 **HAWKINS MELENDREZ, P.C.**

16 
17 **GEOFFREY W. HAWKINS, ESQ.**

18 Nevada Bar No. 7740

19 **CHRISTOPHER A. ECCLES, ESQ.**

20 Nevada Bar No. 9798

21 9555 Hillwood Drive, Suite 150

22 Las Vegas, Nevada 89134

23 *Attorneys for Plaintiff*

HAWKINS MELENDREZ, P.C.

9555 Hillwood Drive, Suite 150

Las Vegas, Nevada 89134

Telephone (702) 318-8800 • Facsimile (702) 318-8801